

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant W2 Group, Inc. 404 Wyman Street, Suite 375 Waltham, MA 02451		2. Registration No. 6055
3. Name of Foreign Principal Embassy of the Hashemite Kingdom of Jordan	4. Principal Address of Foreign Principal 3504 International Drive, N.W. Washington, D.C. 20008	
5. Indicate whether your foreign principal is one of the following: <input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association</div><div><input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (specify) _____</div></div> <input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant Embassy of the Hashemite Kingdom of Jordan b) Name and title of official with whom registrant deals Ambassador Alia Hatoug-Bourau		
7. If the foreign principal is a foreign political party, state: a) Principal address b) Name and title of official with whom registrant deals c) Principal aim		

Formerly CRM-157

FORM NSD-3
Revised 03/11

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature	
August 12, 2011	V. Lawrence Weber, Chairman	/s/ V. Lawrence Weber	eSigned

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

W2 Group, Inc.

2. Registration No.

6055

3. Name of Foreign Principal

Embassy of the Hashemite Kingdom of Jordan

Check Appropriate Box:

4. ☐ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☒ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

W2 Group, Inc. entered into the attached Professional Services Agreement with Monitor Company Group LP ("Monitor") to serve as a subcontractor to Monitor on behalf of the foreign principal. The Agreement provided for professional fees and expenses to be paid by Monitor to the registrant as detailed in Attachment B to the Agreement.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The registrant, through its subsidiary Racepoint Group, Inc., provided communications analysis and strategies to the foreign principal as a subcontractor to Monitor Company Group LP.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The registrant's activities involved political activities intended to support the development of communications strategies.

The registrant is conducting a review of all activities undertaken for the foreign principal and will provide additional details in a forthcoming supplemental statement.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
August 12, 2011	V. Lawrence Weber, Chairman	/s/ V. Lawrence Weber
		eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is executed effective as of the 19th day of November, 2010, by and between W2 Group, Inc., a Delaware corporation, and its subsidiaries (hereinafter called "Subcontractor"), a communications advisory firm, with offices at 404 Wyman Street, Suite 375, Waltham, MA 02451 and Monitor Company Group Limited Partnership (hereinafter called "Monitor"), a Delaware limited partnership with offices at Two Canal Park, Cambridge, MA 02141.

WHEREAS, Monitor and the Government of Jordan ("Client") have entered into an Agreement dated November 15, 2010 (the "Monitor-Client Agreement") pursuant to which Monitor has agreed to provide certain consulting services for and on behalf of Jordan; and

WHEREAS, Agency provides public relations and related consulting services; and

WHEREAS, pursuant to the terms and conditions of the Monitor-Client Agreement, Client has requested that Monitor provide certain public relations and related consulting services; and

WHEREAS, Monitor now desires to engage Subcontractor to perform the Services on its behalf pursuant to the following terms and conditions.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties agree and covenant as follows:

1. **Services.** The Services that are presently envisioned are described in Attachment A hereto. The scope and duration of the Services may change over time. All such alterations and refinements to the Services must be defined in any new statement of work, which shall not be valid until executed by Subcontractor and Monitor and describe, at a minimum, the scope and nature of the Services to be rendered and the fees to be paid to Subcontractor. Each such statement of work shall be appended hereto as an exhibit to this agreement and incorporated by reference herein. Unless Monitor agrees otherwise in writing, the Services will be performed by Subcontractor. Save as otherwise specified in Attachment A or any subsequent statement of work appended hereto, the Services may be performed at times and places chosen by Subcontractor in consultation with Monitor, so long as performance is timely, professional and performed in accordance with the highest professional standards of workmanship. Monitor shall provide to Subcontractor access to all information and other resources necessary to provide and perform the Services set forth in each statement of work. Due to the personal and confidential nature of Subcontractor's undertaking, Subcontractor may not assign its rights or obligations hereunder without Monitor's prior written consent (and subject to such conditions as Monitor may impose.)

2. **Fees and Billing Arrangements.** Subcontractor's professional fees, estimated reimbursable expenses, and invoicing schedule for the Services, as currently envisioned, are set

forth in Attachment B. If Monitor agrees in a fully executed statement of work to changes in the scope or duration of the Services, Attachment B will typically be amended as appropriate. Monitor will pay Subcontractor's fees and reimbursable expenses, when invoiced in conformity with Attachment B. In addition to all fees set forth in each statement of work, Agency may incur and submit an invoice to Monitor for payment and reimbursement of all expenses in its performance of the Services. Monitor shall pay or reimburse Subcontractor for all such invoiced expenses. Subcontractor will pay all taxes and withholding payments that may be required as a result of its receipt of payment for the Services. Payment of Subcontractor's fees is contingent upon receipt by Monitor of its professional fees from the Client. Should Monitor believe payment by the Client will be delayed, Monitor shall notify Subcontractor of such risk immediately. Should there be a payment delay exclusively caused by Monitor, Monitor may not delay payment to Subcontractor. Monitor shall have no obligation to make any direct payments to Subcontractor personnel. Monitor reserves the right to contest any invoice by written notice to Subcontractor specifying the dispute, and may, without such action constituting an event of default, withhold payment of that portion of any charges that Monitor disputes in good faith, provided, however, that payment of any invoice shall not waive Monitor's right to later contest such invoice, in whole or part. Any invoice submitted to Monitor by Subcontractor shall be deemed correct unless Monitor provides notice of a dispute within ten (10) days of the applicable invoice date. Monitor shall pay all undisputed amounts of invoices pursuant to the terms of Attachment B.

3. **Independent Contractor Status.** Subcontractor is retained hereunder only for the purposes of providing the Services to the extent set forth in this agreement. Further, privity of contract exists only between Subcontractor and Monitor and Subcontractor shall have no obligation under this agreement to any other party than Monitor. Subcontractor's status vis-a-vis Monitor is that of an independent contractor. Subcontractor is not and shall not hold itself out as Monitor's agent, representative, or partner. Subcontractor has no authority to enter into any contract on behalf of, or otherwise to bind, Monitor. Neither party has the power or authority to act for, bind, or represent the other in any manner, and each is responsible for payment and supervision of its own personnel. Subcontractor shall not subcontract, or assign any portions of the work or any monies due hereafter without the prior written approval of Monitor.

4. **Other Business Activities.** Subcontractor acknowledges that Monitor may, in its discretion, engage other persons or firms (including, without limitation, Monitor's employees) to perform services or work similar or related to the Services, or to perform some or all of Subcontractor's responsibilities. Subcontractor agrees to cooperate as reasonably requested by Monitor with such other persons or firms, who have agreed to be bound by confidentiality obligations similar to those in Attachment C, to coordinate the provision of Services with the services and systems of such other persons or firms, with the goal of ensuring that all Services seamlessly integrate with the work product of such other persons or firms. Such coordination shall consist of: (i) facilitating with such other relevant service providers the timely resolution of all problems that may arise and impact the Services or the provision thereof, regardless of the actual or suspected root-cause of such problems' and (ii) providing information concerning the Services to such other service providers upon request from Monitor.

5. **Confidentiality.** Subcontractor will promptly sign and adhere to the Confidentiality and Nondisclosure Agreement attached as Attachment C. Monitor shall not be obliged to make any payments for the Services until Subcontractor has signed Attachment C.

6. **Representations and Warranties.**

(a) Subcontractor represents and warrants that to the best of its knowledge (a) any work product generated by or for it in the course of rendering the Services (the "Work") will either be original work created by or for Subcontractor or in the public domain; (b) the Work will be delivered to Monitor free and clear of any and all claims or encumbrances of any kind; (c) no part of the Work will infringe the copyright, patent, trade secret, or proprietary rights of any third party; (d) Subcontractor has a right to perform the Services, and will perform the work to the best of its ability and in accordance with reasonable and customary practices prevailing at the time for its business; (e) all personnel provided or utilized by Subcontractor to perform the Services shall be duly qualified; (f) no provision of this document is in conflict with any other agreement to which Subcontractor is a party and (g) there is nothing to prevent or restrict in any manner Subcontractor from granting the rights, title, and other interested granting by the Subcontractor under this document. Each party hereto shall comply with all applicable international, federal, state, provincial, and local laws, rules, regulations, directives and governmental requirements in effect now and at the time that relates to the performance of the Services. Subcontractor represents and warrants that it has not been debarred by any relevant governmental or regulatory authority. In the event Monitor consents to Subcontractor's employment or engagement of any other person to perform Services under this document, Subcontractor represents that to its knowledge it shall not employ or engage any person or entity that has been debarred by any relevant governmental or regulatory authority.

(b) Subcontractor warrants that, to the best of its knowledge, all deliverables and materials supplied to Monitor shall be ready for use in a manner that will comply with all applicable laws, rules, and regulations. Monitor shall be solely responsible for complying with all laws, rules and regulations applicable to the use of the deliverables and information provided by Subcontractor. Subcontractor assumes no responsibility for Monitor's or any third party's actions or omissions in connection with the use of such deliverables or information.

(c) Monitor, at its sole cost and expense, shall use its best efforts to provide Subcontractor with all information, documentation and data within Monitor's control that is necessary for Subcontractor to satisfy its obligations under this agreement, including, but not limited to, access to facilities, personnel and information. If Monitor fails to meet its duty to cooperate and such failure causes or contributes to a delay or delays in the completion of the applicable project or Services, any deadlines set forth in this agreement or any attachment hereto shall be automatically extended by the period of the delay.

7. **Ownership of the Work.** The Work (including, without limitation, all written or graphic output, discoveries, inventions, innovations, frameworks, methodologies, analytic techniques, management tools, know-how, casual maps, software, survey designs, diagnostic instruments, data sets and databases, learning designs, curricula, teaching materials, business insights, pedagogical materials, code, and intellectual property) shall be delivered to Monitor in accordance with the timelines set forth in the applicable statement of work and become Monitor's property, unless the parties agree otherwise in writing with respect to specific portions of the Work, and provided that and effective only when, Monitor has paid all invoices and amounts due and payable to Subcontractor pursuant to this Agreement.

Upon Monitor's request, Subcontractor shall promptly perform all reasonable and lawful acts requested by Monitor (a) to perfect Monitor's complete title to the Work and (b) to enable Monitor to obtain and maintain copyright, patent, or other legal protection for the Work anywhere in the world. Subcontractor shall promptly inform Monitor of any third-party licenses that are necessary to use the Work and cooperate with Monitor to obtain such licenses for Monitor. To the extent that it includes copyrightable subject matter, the Work shall be considered a work made for hire for Monitor, and Monitor shall own the copyright and all of the rights comprised in the copyright. To the extent that any copyrightable portion of the Work does not qualify as a work made for hire, Subcontractor hereby transfers to Monitor during full term of copyright and all extensions thereof the full and exclusive rights comprised in any such property. This provision shall be deemed to be (but is not limited to) an assignment to Monitor of all worldwide right, title, and interest to and in the Work. Monitor shall be free to make, use, and sell products utilizing or based upon the Work. Notwithstanding the foregoing, Monitor and Subcontractor each retain all ownership rights in the intellectual property belonging to each of them on the day before the Services begin. To the extent necessary for Monitor and Client to make use of the Work, Subcontractor hereby licenses its intellectual property to Monitor and permits Monitor to sub-license the licensed intellectual property to Client solely for use by Monitor in connection with the Work, but not to modify, enhance, create derivative works of, license, sublicense or distribute such items.

Monitor acknowledges that Subcontractor cannot control the form or manner of use by the news media or others of the information contained in the Work or Services provided hereunder, including, but not limited to, the accurate presentation of such information. In addition, Subcontractor cannot assure the use of information contained in the Work or Services provided hereunder by any news organization. It is understood and agreed that Subcontractor does not stipulate or guarantee specific or overall results or returns from public relations, publicity, research or any other activity performed by Subcontractor on behalf of Monitor.

8. **Non-Solicitation.** While the Services are being performed, and for twenty-four months following completion or termination of the Services, neither party will directly or indirectly solicit or hire any the other party's employees. Further, Subcontractor will not directly or indirectly solicit work from or perform work for the Client(s) for whom the Services are being performed, unless an authorized Monitor representative gives prior written approval of specific actions. While the Services are being performed, and for twenty-four months following completion or termination of the Services, Monitor will not directly or indirectly solicit or hire any Subcontractor employees.

9. **Indemnification.**

(a) Subcontractor shall, to the maximum extent permitted by law (at its sole cost and expense) defend, indemnify Monitor from, and hold it harmless against, any and all claims, damages, liabilities, losses, and expenses (including, but not limited to, legal fees and costs) caused by or arising out of Subcontractor's acts or omissions in connection with its provision of the Services, whether directly or through the use of agents. Subcontractor's indemnification obligations will not, however, extend to any claim, damage, liability, loss, or expense that is caused by or results from gross negligence or willful misconduct on Monitor's part. Monitor shall retain the right, at its own expense, to be represented by counsel of its choosing at any proceeding or settlement discussions related to any matter for which Subcontractor is obligated to indemnify Monitor.

(b) Monitor shall, to the maximum extent permitted by law (at its sole cost and expense) defend, indemnify Subcontractor from, and hold it harmless against, any and all claims, damages, liabilities, losses, and expenses (including, but not limited to, legal fees and costs) caused by or arising out of Monitor's acts or omissions in connection with this agreement, whether directly or through the use of agents. Monitor's indemnification obligations will not, however, extend to any claim, damage, liability, loss, or expense that is caused by or results from gross negligence or willful misconduct on Subcontractor's part. Subcontractor shall retain the right, at its own expense, to be represented by counsel of its choosing at any proceeding or settlement discussions related to any matter for which Monitor is obligated to indemnify Subcontractor. Further, Monitor shall, to the maximum extent permitted by law (at its sole cost and expense) defend, indemnify Subcontractor from, and hold it harmless against, any and all claims, damages, liabilities, losses, and expenses (including, but not limited to, legal fees and costs) brought by Client as a result of any Services performed or Work developed and/or delivered hereunder.

(c) EXCEPT FOR OBLIGATIONS ARISING UNDER THIS PARAGRAPH 9, IN NO EVENT WHATSOEVER SHALL EITHER PARTY BE LIABLE TO THE OTHER HEREUNDER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS UNDER ANY TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT, EVEN IF SAID PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

10. **Records and Right to Audit.** Subcontractor shall keep and maintain for a period of three (3) years after the expiration or termination of this document, receipts and other supporting data as Monitor may reasonably require for Monitor to verify the computation of all consulting fees and reimbursable expenses invoiced under this document and any attachments. Upon reasonable prior notice and during Subcontractor's normal business hours, Monitor shall have the right, at its expense, to examine and copy such records, receipts, and supporting data to verify the accuracy of all consulting fees and reimbursable expenses invoiced under this document and all records pertaining to this document. In the event such inspection discloses an

overpayment of amounts due Subcontractor from Monitor, Subcontractor shall promptly refund such overpayment.

11. **Insurance.** Subcontractor, at its own expense, shall procure and maintain during the Term of this document, insurance policies with the following minimum coverages ("Insurance")

- (a) *Commercial General Liability Insurance* - Combined single limit for bodily and property damage of not less than \$1,000,000 for each occurrence and \$2,000,000 annual
- (b) *Workers Compensation and Employer's Liability Insurance* - With limits of liability for:
 - Workers' compensation of not less than those required by law, and
 - Employer's liability of not less than \$1,000,000 per accident; \$1,000,000 disease - policy limit; and \$1,000,000 disease - each employee
- (c) *Errors and Omissions Insurance* - Combined single limit for errors and omissions of not less than \$1,000,000 for each occurrence and \$1,000,000 annual aggregate.

11.1. **Premiums; Primary Coverage.** Monitor shall not be liable for the payment of any premium or assessments with respect to any of the Insurance. Monitor and its successors and assigns (and their officers, directors, employees, agents, and designees) shall be named as additional insured relative to Subcontractor's performance of the Services and other activities on or about the premises of Monitor. The Insurance shall be primary for all purposes to the other insurance coverage, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, as respects any and all liability, loss, claims, damages, or expense arising out of the negligence or alleged negligence of Subcontractor.

11.2. Nothing in this section shall be deemed to limit Subcontractor's responsibility to the amounts stated above or to any limits of Subcontractor's insurance policies.

12. **Termination.** Monitor may terminate the Services on 60 days' prior written notice to Subcontractor. Upon receipt of such notice, Subcontractor shall promptly cease performing the Services. In the event of termination, Monitor shall pay Subcontractor for any liability which accrued as of the termination date (including any liability to Subcontractor for Services rendered through the date of termination or expiration and for any non-cancellable or non-transferable commitments, including third party agreements).

13. **Notices.** All notices under this document shall be in writing, properly addressed and shall be deemed to have been duly given or received upon the earlier of: (i) actual receipt; (ii) the date of confirmed delivery according to the records of the U.S. Postal Service if sent by registered or certified US mail, return receipt requested; (iii) the date of confirmed delivery according to the to the records of a commercially recognized international express courier with tracking capabilities; or (iv) the date of confirmed transmission if sent by email with

confirmation of delivery. Any notices not addressed as follows shall be deemed not to have been given or received:

If to Monitor: Monitor Company Group Limited Partnership
Attention: Chief Financial Officer
Two Canal Park
Cambridge, MA 02141

With copy to: Monitor Company Group Limited Partnership
Attention: Contract Management Office
Two Canal Park
Cambridge, MA 02141

If to Subcontractor:

W2 Group, Inc.
Attn: Ed Abell
404 Wyman St., Suite 375
Waltham, MA 02451
781 487-4636
781 487-4600

14. **Publicity.** Both parties agree not to publish or use such advertising or publicity matter without prior review and written consent of the other party. Subcontractor shall not provide Monitor's name and shall not reference the work performed in the service of Monitor to current or prospective customers as a reference without first receiving prior written approval from Monitor for (a) each such reference, and (b) the wording of each such reference.

15. **Complete Agreement; Dispute Resolution.** This letter, including its Attachments A, B, and C, constitutes Monitor's and Subcontractor's complete agreement and understanding with respect to the Services and supersedes all prior communications regarding the Services. Nothing other than Attachments A and B may be orally amended. Failure of either party at any time to enforce any of the provisions of this document shall not be deemed to be a waiver of such or any other provision hereof. No waiver of any portion of this document will be effective unless in writing signed by an authorized representative of the waiving party. If any aspect of the parties' agreement is determined to be illegal, invalid, or unenforceable, the remainder will continue in full force and effect. This agreement is governed by Massachusetts law, without reference to choice of law principles. Monitor and Subcontractor will attempt in good faith to try to resolve amicably any disputes which arise as to this agreement. Any dispute not so resolved will be prosecuted in courts located in the Commonwealth of Massachusetts. In any such proceeding, multiple or punitive damages shall not be recoverable and, subject to Section 9 provisions and except in instances of enforcement actions brought as to Attachment C, each side shall bear its own fees and costs.

16. **Survival.** Paragraphs 5 through 10 and 13 and 15 shall survive the expiration and termination of this agreement.

These are Monitor's standard third-party contract terms; I trust that they are satisfactory. If there are specific concerns that you would like to discuss before signing, please feel free to give me a call. Otherwise, you may simply sign and date the enclosed copy of this letter and return it to me at your earliest convenience.

Very truly yours,

Monitor Company Group Limited Partnership

By: Monitor Company Group GP LLC, its general partner

By: William F. Miracky WILLIAM F. MIRACKY
Authorized Person

Signed by *W2 Group, Inc.* in acceptance of the foregoing

Name of Subcontractor: W2 Group, Inc.

By: Gregg Blotz GREGG BLOTZ

Title: CFO Date: 1/6/11

Attachment A: The Services

Timeline: 12 weeks commencing upon proposal approval by Client

Processes and Deliverables: Racepoint Group will deliver Phase 1 components in three separate segments. A summary of each segment with timing follows:

**Part 1: Audit
Timing: 6 Weeks**

Processes and Deliverables

1. Internal audit including:
 - a. Briefings with key stakeholders
 - b. Examination of current processes and assets
 - c. Identification of key issues
2. External audit including:
 - a. Print and broadcast coverage audit
 - b. Social media conversation monitoring
 - c. Identification of key links and influencers in social media
3. Thought leadership and influencer monitoring
 - a. Relevant conversations with and among NGOs think tanks, etc.
4. Issues monitoring
 - a. Congressional committees engaged in legislation most important to Client

**Part 2: Analyze
Timing: 3 Weeks**

Processes and Deliverables

1. Review and collation of internal stakeholder conversations and priorities
 - a. Assess key themes
2. Review of external media coverage
 - a. Assess key conversations in social media including assets and liabilities
 - b. Identify supporters and detractors in print and broadcast
3. Analyze conversations among opinion elites (e.g., think tanks, NGOs), legislative and policy decision makers
4. Identify alignments between media, opinion elites, legislative and policy decision makers
5. Identify alignment in message themes between internal and external stakeholders

**Part 3: Architect
Timing: 3 Weeks**

Processes and Deliverables

1. Campaign Playbook development including:
 - a. Identification of key print and broadcast media targets and engagement plan
 - b. Comprehensive social media audit, conversation tracker, targets and engagement plan
 - c. Spokesperson map assigning specific Client spokespeople to specific topics
 - d. Story themes, pitches and pitch calendar
 - e. Recommended creation of any new social media properties by client (e.g., topical Twitter handles, blogs, issue landing pages) and production methods
 - f. Legislative district target maps
 - g. Policy review calendar and engagement program

Attachment B: Fees and Billing Arrangements

- 1) Subcontractor is retained for a 12 week period beginning November 29, 2010 and continuing through February 28, 2011.
- 2) Subcontractor will be reimbursed as follows:
 - Professional Fees of USD120,000
 - Approved reimbursable expenses (travel, telephone and technology fees for research tools), which shall be billed as an estimated 10% of fees on each invoice and shall be reconciled at the end of the project
 - Subcontractor shall provide monthly reports accompanying each invoice measuring actual costs against this 10% estimate
 - Monitor shall be reimbursed for any difference between the actual expenses and the percentage invoiced

- 3) The invoicing schedule shall be as follows (in USD):

Invoice #	Period	Amount	Invoice Date
1	29 November to 14 January	\$66,000	29-Nov-10
2	17 January to 28 February	\$66,000	17-Jan-11
3	Expense reconciliation	+/- actual expenses	

- 4) Payment of Subcontractor's fees is contingent upon receipt by Monitor of its professional fees from the Client. Monitor shall pay undisputed invoices within five (5) days after receipt of the invoice or receipt of professional fees by the client, whichever occurs later.
- 5) Subcontractor will submit monthly invoices in duplicate to Monitor. Invoices and expense reports shall be submitted electronically to: Jessica Watson at jessica_watson@monitor.com.

6) *Attachment C: Non-Disclosure Agreement*

MONITOR COMPANY GROUP LIMITED PARTNERSHIP
SUBCONTRACTOR CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

WHEREAS, in furtherance of the undertaking of W2 Group, Inc., a Delaware corporation, and its subsidiaries ("Subcontractor") to provide consulting or other services (the "Services") to Monitor Company Group Limited Partnership or any affiliate, division, or unit thereof ("Monitor"), Subcontractor will gain access to information which is either non-public, confidential, or proprietary in nature;

WHEREAS, Monitor and Subcontractor recognize the critical importance of preserving the non-public, confidential, and/or proprietary nature of materials and information that Monitor or a Monitor client ("Client") treats as such;

IN CONSIDERATION OF THE FOREGOING, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Monitor and Subcontractor hereby agree that:

1. For purposes of this Agreement, the term "Confidential Information" shall mean and include documents and information – irrespective of the media involved – that reflect or contain any Client-related information; all intellectual property of Monitor; all documents and information obtained from a Client; and any and all other documents or information which Subcontractor directly or indirectly obtains from or through Monitor or a Client, unless Monitor informs Subcontractor in writing that a specific item is not to be treated as Confidential Information. Notwithstanding the foregoing, "Confidential Information" does not include information or documents that are (a) now or subsequently become generally available to the public through no fault on Subcontractor's part, (b) already rightfully in Subcontractor's possession, (c) independently developed by Subcontractor prior to provision of the Services without the use of Confidential Information, (d) obtained by Subcontractor from a third party which is not an agent of Monitor or Client and which has the right to transfer or disclose the information or documents in question, or (e) is required to be disclosed in order to comply with a judicial order or decree or with any law or regulation of any governmental authority.

2. Confidential Information shall be used by Subcontractor only for purposes of providing the Services. Subcontractor shall make diligent efforts to ensure that none of its agents or employees uses Confidential Information for any other purpose.

3. Confidential Information is to be kept strictly confidential and shall not be disclosed by Subcontractor in whole or part or in any manner whatsoever, including (without limitation) by reproduction, summarization, or discussion, without Monitor's prior written consent. Subcontractor shall disclose Confidential Information only to those of its agents and employees who need to have access to such Confidential Information in order to perform the Services. Prior to each disclosure, Subcontractor shall ensure that every person who will have

access to any Confidential Information is aware of the terms of this Confidentiality and Nondisclosure Agreement. Subcontractor shall keep track of every agent or employee to whom Confidential Information is disclosed and shall promptly disclose that information to Monitor, should Monitor so request. Subcontractor shall promptly notify Monitor both by telephone and in writing if Subcontractor is informed that unauthorized access to or use of Confidential Information has occurred, regardless of whether Subcontractor deems such breach to be immaterial.

4. The Client's name, fact, scope, and substance of the Services themselves and of Monitor's Client engagement shall be deemed to be Confidential Information. Accordingly, Subcontractor will not make any disclosures regarding the Client's name, fact, scope, or substance of the Services that it provides to Monitor (a) unless Monitor has previously given its written consent thereto or (b) except as required by law and then only after prior written notice to Monitor.

5. In the event that Subcontractor or anyone to whom it transmits Confidential Information pursuant to this Confidentiality and Nondisclosure Agreement becomes legally compelled to disclose any Confidential Information, Subcontractor will provide Monitor with written notice thereof and will cooperate with Monitor in seeking a protective order or other appropriate remedy designed to limit or to avoid disclosure. If a protective order or other remedy is not sought or obtained, Subcontractor will disclose only that portion of the Confidential Information which is legally required to be disclosed.

6. All copies, extracts, and summaries of Confidential Information will immediately be transmitted to Monitor upon request therefore. When such a request is made, Subcontractor will keep no copies, extracts, or summaries of the Confidential Information in question in any medium and will ensure that no such Confidential Information is retained in any medium by any of its agents or employees.

7. Subcontractor shall indemnify and hold harmless Monitor, and Monitor's officers, directors, employees, and agents from and against all damages, claims, liabilities, costs, and fees (including legal and other professional fees) arising out of all acts or omissions of Subcontractor and/or Subcontractor's officers, employees, agents, representatives, and subcontractors pursuant to or in connection with this Agreement.

8. The nature and value of the Confidential Information which is the subject of this Confidentiality and Nondisclosure Agreement are such that money damages would not be an adequate remedy for breach of this Agreement. Accordingly, in the event of any threatened or actual breach of this Confidentiality and Nondisclosure Agreement, in addition to all other remedies available to it, Monitor shall be entitled to equitable relief, including (but not limited to) issuance of appropriate preliminary and final injunctive relief and an award of specific performance.

9. The confidentiality, nondisclosure, and use restrictions set forth in this Agreement shall continue in effect indefinitely, irrespective of completion or termination of the Services, and shall remain in effect as to specific Confidential Information unless and until that

Confidential Information enters the public domain through no fault, wrongdoing, or omission on Subcontractor's part.

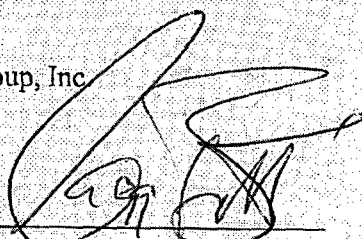
10. Unless Monitor subsequently specifies otherwise, all notices to Monitor shall be given in writing to Monitor's Chief Financial Officer at Two Canal Park, Cambridge, MA 02141. Notice may be given by confirmed fax transmission followed by first class mailing, in hand delivery, or reputable overnight courier service.

11. This Confidentiality and Nondisclosure Agreement shall be governed by Massachusetts law, without reference to choice of law principles. This is the full agreement between Subcontractor and Monitor with respect to access to and protection of Confidential Information of Monitor or its Clients. It supersedes any and all prior agreements and understandings relating thereto. No modification of or addition to any provision of this Agreement shall be binding unless in writing and signed by authorized representatives of both Monitor and Subcontractor. If any aspect of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall nonetheless continue in full force and effect.

Signed under seal by:

W2 Group, Inc.

By:


GREGG BELOFF
CFO

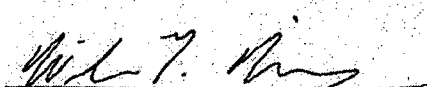
Date:

1/6/11

Monitor Company Group
Limited Partnership

By: Monitor Company Group GP LLC,
its general partner

By:


Authorized Person

WILLIAM F. MIRACKY